

KENNEDY LILLIS SCHMIDT & ENGLISH
125 Maiden Lane – Suite 5C
New York, New York 10038
Telephone: (212) 430-0801
Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

INNOVATION PRODUCTS, INC.,)	
)	
Plaintiff,)	
)	23 Civ. ()
— v. —)	
M/V SEA TRAIN)	
her engines, tackle, etc., <u>in rem</u> ,)	
)	<u>COMPLAINT</u>
-and-)	
SEA BRIDGE SHIPPING MANAGEMENT CO.,)	
LTD., <u>in personam</u> ,)	
)	
Defendants.)	
)	

Plaintiff, Innovation Products, Inc. (“Innovation”), by and through their attorneys, Kennedy Lillis Schmidt & English, allege the following upon information and belief:

FIRST: All and singular of the following premises are true and constitute admiralty or maritime claims within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and fall within the admiralty and maritime jurisdiction of the United States and of this Honorable Court.

SECOND: At all relevant times, Plaintiff had the legal status and principal offices and places of business stated in Schedule A, annexed hereto and by this reference made part hereof.

THIRD: At all relevant times, Sea Bridge Shipping Management Co., Ltd. (“Sea Bridge”) and has had the legal status and office and place of business stated in Schedule A, has

been engaged in business as a common carrier of merchandise by water for hire, and owned, operated, managed, chartered and/or otherwise controlled the captioned vessel.

FOURTH: At all relevant times, the captioned vessels have been general ships employed in the common carriage of merchandise by water for hire and is or will be, during the pendency of this action, within this District and within the jurisdiction of this Honorable Court.

FIFTH: On or about the date and at the port of shipment stated in Schedule A, the shipper recited therein delivered to Sea Bridge and the captioned vessels, as common carriers, the shipment described in Schedule A, then being in good order and condition, and Sea Bridge and the captioned vessels then and there accepted said shipment so shipped and delivered to them and, in consideration of certain agreed freight charges thereupon paid or agreed to be paid, agreed to transport and carry said shipment to the port of destination stated in Schedule A, and there deliver the same in like good order and condition as when shipped, delivered to, and received by them to the consignees recited in Schedule A.

SIXTH: Thereafter, while in transit, the captioned vessels damaged the shipment described in Schedule A in violation of Sea Bridge's and the captioned vessels' obligations and duties as common carriers of merchandise by water for hire.

SEVENTH: Damage to the shipment described in Schedule A resulted from the design or neglect of Defendants.

EIGHTH: By reason of the premises, Plaintiff sustained damages in the amount of \$827,144.48, as nearly as can now be estimated, no part of which has been paid although duly demanded.

WHEREFORE, Plaintiff pray:

1. That process in due form of law issue against all Defendants citing them to appear and answer all and singular the matters aforesaid;

2. That if any and or all Defendants cannot be found within this District, then all their property within this District be attached in the sum of \$827,144.48, with interest thereon and costs, the sum sued for in this complaint;

3. That judgment be entered in favor of Plaintiff against all Defendants for the amount of Plaintiff' damages, together with interest and costs and the disbursements of this action;

4. That process in due form of law according to the practice of this Court in causes of admiralty and maritime claims, issue against the captioned vessels, their engines, tackles, etc., and that all persons having or claiming any interest therein be cited to appear and answer under oath, all and singular the matters aforesaid, and that this Court pronounce judgment in favor of Plaintiff for their damages, with interest, costs and disbursements, and that the captioned vessel may be condemned and sold to pay therefor; and;

5. That this Court grant Plaintiff such other and further relief as may be just and proper.

Dated: New York, New York
January 18, 2023

KENNEDY LILLIS SCHMIDT & ENGLISH
Attorneys for Plaintiff

By: s/ John T. Lillis, Jr.

John T. Lillis, Jr.
125 Maiden Lane – Suite 5C
New York, New York 10038
Telephone: (212) 430-0801
jlillis@klselaw.com

SCHEDULE A

PLAINTIFF'S LEGAL STATUS

Plaintiff Innovation Products Inc. was and is a New York corporation with an office for the transaction of business at 849 39th Street, Brooklyn, New York, 11232.

DEFENDANTS' LEGAL STATUS

Defendant, Sea Bridge Shipping Management Co., Ltd., was and is a Chinese corporation with an office for the transaction of business at Building 29, Haiyin Changtian, Lingshanwei Street, Huangdao District, Qingdao.

Defendant, M/V SEA TRAIN was a carrying vessel of cargo set forth in, and pursuant to, a contract of carriage described below; at all relevant times, said vessel was and is owned and operated care of New Silk Road Shipping Limited Room, 1401, 14th Floor, World Commerce Centre, 7-11, Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong. M/V SEA TRAIN may be within the District during the pendency of this action.

PARTICULARS OF CLAIM

Carrying Vessel: M/V SEA TRAIN – Voyage No. 2101

Port of Loading: Qingdao, China

Port of Discharge: Houston, Texas, USA

Bill of Lading: Nos. SXUQSTQDHU01, SXUQSTQDHU02

Shipper: Jiangsu High Hopes Arser Co., Ltd.
7F, High Hope Mansion, No.91Baixia Road
Nanjing, China

Consignee: Innovation Products, Inc.
849 39th Street
Brooklyn, New York 11232

Notify Party: Innovation Products, Inc.
849 39th Street
Brooklyn, New York 11232

Cargo: 285 Crates Commercial Plywood

Nature of Loss: Damage

Amount of Loss: \$827,144.48

Kennedy Lillis Schmidt & English Reference: 6446